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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

NAVANA LOGISTICS LIMITED,	:	Civil Action No. 15-cv-856 (PKC)
Plaintiff,	:	
vs.	:	
TW LOGISTICS, LLC, t/a TRANSWORLD	:	SECOND
LOGISTICS; SHLOMO GREENBERG;	:	AMENDED COMPLAINT
JDE ASSOCIATES LLC;	:	
ISRAEL DISCOUNT BANK OF NEW YORK,	:	
Defendants.	:	
	:	

Plaintiff, Navana Logistics Limited (“Plaintiff” or “Navana”), by its attorneys, Nowell Amoroso Klein Bierman, P.A., by way of Second Amended Complaint (the “Complaint”) against Defendants, TW Logistics, LLC, trading as Transworld Logistics (“TWL”); Shlomo Greenberg (“Greenberg”); JDE Associates LLC (“JDE”); and, Israel Discount Bank of New York (“Israel Discount Bank”) (collectively, “Defendants”), avers as follows:

THE PARTIES

1. Plaintiff, Navana, is a private limited company, incorporated under the companies Act, 1994 of Bangladesh, with its principal place of business located at Green Square (3rd Floor), Road # 08, House # 1/B, Gulshan-1, Dhaka-1212, Bangladesh.
2. Upon information and belief, Defendant, TWL, is a New York limited liability company with its principal place of business located at 239 Great Neck Road, Suite 202, Great

Neck, New York 11021, whose sole member is Defendant, Greenberg.

3. Upon information and belief, Defendant, Greenberg, is a New York resident and domiciliary and the sole member of TWL, with a business address of 239 Great Neck Road, Suite 202, Great Neck, New York 11021.

4. Upon information and belief, Defendant, JDE, is a New York limited liability company with its principal place of business located at 1407 Broadway, 30th Floor, New York, New York 10018, and whose members are all residents or domiciliaries of New York.

5. Upon information and belief, Defendant, Israel Discount Bank, is a New York corporation with its principal place of business located at 511 Fifth Avenue, New York, New York 10017.

JURISDICTION

6. This court has diversity of citizenship jurisdiction pursuant to 28 U.S.C. § 1332, in that the Plaintiff is a private limited company incorporated under the companies Act, 1994 of Bangladesh; and, the Defendants, TWL; Greenberg; JDE; and, Israel Discount Bank, are all New York companies, residents and/or domiciliaries.

7. The amount in controversy exceeds \$75,000.

FACTUAL BACKGROUND

8. Pursuant to various bills of lading, Plaintiff acted as a freight forwarder in connection with the carriage of goods of the consignee/purchaser, JDE, from the port of Chittagong, Bangladesh to their final destination in Los Angeles, California, on behalf of suppliers/shippers of clothing garments, in various cargo containers.

9. Demand have been made in connection with the purchase price that remains unpaid for the goods forwarded by Plaintiff in twenty four cargo containers on behalf of the

suppliers for their customer, JDE, whose destination delivery agent is TWL; and, the non-payment issue may lead to regulatory actions against the Plaintiff.

10. Out of the twenty four containers, the following containers are lying at port, including nine (9) containers for which JDE paid duties and cleared customs but did not take delivery and one (1) container for which duty was not paid and custom clearance was not done, so the container is in a “General Order” warehouse under the control of the U.S. Customs.

HBL No.	Container No.	Location	HBL No.	Container No.	Location
AWS-NLL/044	BSIU9236801 DRYU9654094 FSCU9834050	Yusen Terminal Port of Los Angeles, Berths 212-223, Area 3C 701 New Dock St. Terminal Island, CA 90731 Tel: 1-310-548-8000	AWS-NLL/051 AWS-NLL/052 AWS-NLL/053	HJCU1978414 TCNU7526292 BMOU2934528 HJCU4130767	Pacific Container Terminal (PCT Terminal COSCO), 1521 Pier J Avenue, Long Beach, CA 90802 Tel: 1-866-545-3142
AWS-NLL/048 AWS-NLL/049 AWS-NLL/050	BSIU9174696 RFCU4051608	Pacific Container Terminal (PCT Terminal COSCO), 1521 Pier J Avenue, Long Beach, CA 90802 Tel: 1-866-545-3142	AWS-NLL/054	TRLU3916062	G.O. Warehouse 1415 Torrance Blvd Torrance, CA 90501 Tel: 1-310-320-5522

11. The value of the goods mentioned above is not less than \$503,404.08.

12. Plaintiff notified the suppliers and their bank in Bangladesh regarding the status of the containers at the port and in the General Order (“GO”) warehouse.

13. As an international freight forwarder, Plaintiff arranged for carriage of all the goods from the origin port of Chittagong, Bangladesh to the destination port of Los Angeles.

14. A list of the other fourteen (14) cargo containers along with the respective nine (9) House Bill of Lading (HBL) numbers is as follows:

HBL No.	Container No.	HBL No.	Container No.	HBL No.	Container No.
AWS-NLL/020	TRLU5579910	AWS-NLL/038	TRLU7366787		
AWS-NLL/035	TEMU5042513 DRYU9647496	AWS-NLL/041	TGHU5088542 BSIU2746418	AWS-NLL/046	CAIU8858277 HJCU1212007
AWS-NLL/036	FSCU9957203	AWS-NLL/042	TEMU6111774		
AWS-NLL/037	BMOU5071550 HJCU4193791	AWS-NLL/045	HJCU1370656 SEGU4121503		

15. TWL, through Greenberg, informed Plaintiff in writing that the fourteen (14)

containers listed above are supposedly being stored in a TWL controlled warehouse, which Plaintiff has been advised by the warehouse is false, and TWL and Greenberg know is false.

16. The final consignee for the above shipments was JDE, which was a customer of TWL. Customs clearance for all the above shipments was done by JDE's nominated customs broker and customs duty was paid by JDE.

17. At all times relevant hereto, Defendant, Greenberg owned and controlled TWL.

18. Eddie Leung, an official of TWL, was involved in day to day shipment handling operation together with Defendant, Greenberg.

19. Mercy Arevalo, an official of JDE, approved shipment of the goods from Bangladesh to the United States.

20. The subject goods were shipped under various letters of credit issued by Defendant, Israel Discount Bank, upon the application of its customer, JDE, for issuance of the letters of credit, with the suppliers, as beneficiaries, to be paid through Swift foreign wire transfers from Israel Discount Bank in New York to JDE's customers' bank in Bangladesh. Plaintiff stands in the shoes of the suppliers as to the letters of credit referred to in the Complaint. A list of the JDE shipment letters of credit with details thereof is attached hereto as Exhibit "A."

21. Defendant, TWL, was mentioned as the delivery agent on the bills of lading and it was TWL's responsibility to ensure that delivery of the goods would only take place after receiving a duly bank endorsed Original House Bill of Lading by the supplier's bank and by JDE's bank, Israel Discount Bank.

22. TWL, Greenberg, JDE, and Israel Discount Bank failed to act accordingly in this matter, and allowed for delivery of the goods under the control of TWL without payment to the shippers' bank in Bangladesh.

23. TWL, Greenberg, and JDE have failed and refused to allow Navana or its authorized representative to inspect the goods under the control of TWL, Greenberg and JDE.

24. TWL, Greenberg, and JDE have refused to divulge to Navana or its authorized representative the location, condition and/or disposition of the subject goods under the control of TWL.

25. Upon information and belief, the goods were released by TWL and Greenberg without a bank endorsed Original House Bill of Lading from the purchaser/importer, JDE, and the goods were delivered to JDE or its customers, despite the fact that the sale proceeds have not been received by the suppliers' bank in Bangladesh for the purchase price of the goods under the control of TWL.

26. Defendant, Greenberg, advised Plaintiff in writing that the goods were in a safe warehouse under TWL's control, however, upon information and belief, such information is false. Plaintiff sent a letter dated December 3, 2014 to the Defendants, TWL and Greenberg, requesting them to disclose the location of the cargos, but such request was denied.

27. Greenberg made the false written misrepresentations to Plaintiff that the goods were located in a warehouse under his control while knowing same to be false, and intending that Plaintiff would reasonably or justifiably rely upon such misrepresentations to its detriment.

28. The suppliers of the goods have not been paid the purchase price for the subject goods. Consequently, repatriation to Bangladesh of export proceeds remains unsettled.

29. The amount due to the shippers/suppliers of the goods is not less than \$671,659.51 for the goods supposedly under the control of TWL and Greenberg.

30. The amount due to the shippers/suppliers of the goods lying at port or in a U.S. Customs General Order warehouse is not less than \$503,404.08.

FIRST COUNT
(Breach of Contract)

31. Plaintiff restates and re-allege the allegations contained in paragraphs 1 through 30 of the Complaint as if fully set forth herein.

32. Defendants' continued failure to act properly as per international freight forwarding and trade practice and refusal to make payment to the shippers' bank for the goods constitutes a breach of contract.

SECOND COUNT
(Unjust Enrichment)

33. Plaintiff restates and re-allege the allegations contained in paragraphs 1 through 32 of the Complaint as if fully set forth herein.

34. Defendants have been unjustly enriched by their failure to pay for the goods in an amount not less than \$671,659.51 to the suppliers' bank for the goods under the control of TWL and Greenberg.

35. Defendants have been unjustly enriched by their failure to pay for the goods in an amount not less than \$503,404.08 to the suppliers' bank for the goods lying at port and in a GO warehouse.

36. Plaintiff has been damaged by Defendants' unjust enrichment to that extent that demands have been made for the unpaid goods amounts by the shipper/suppliers.

THIRD COUNT
(Quantum Meruit)

37. Plaintiff restates and re-allege the allegations contained in paragraphs 1 through 36 of the Complaint as if fully set forth herein.

38. The commercial invoice value of the goods supplied by the shippers and received by Defendants and supposedly lying in a TWL warehouse is not less than \$671,659.51.

39. The commercial invoice value of the goods supplied by the shippers and customs cleared by JDE at the port of destination through its customs broker and not received from the port and "GO" warehouse by JDE and not paid for is not less than \$503,404.08.

FOURTH COUNT
(Account Stated)

40. Plaintiff restates and re-allege the allegations contained in paragraphs 1 through 39 of the Complaint as if fully set forth herein.

41. Plaintiff, as a freight forwarder nominated by TWL, arranged for the issuance of the subject bills of lading on behalf of TWL at the request of JDE, as notifying party/purchaser of the goods, through its agent, TWL, by Greenberg.

42. Defendants have failed and refused to pay for the subject goods.

43. Based on the account stated, damages have been incurred because suppliers have not been paid in an amount not less than \$671,659.51 + \$503,404.08 = \$1,175,063.59 total.

FIFTH COUNT
(Fraud)
(As to Greenberg)

44. Plaintiff restates and re-allege the allegations contained in paragraphs 1 through 43 of the Complaint as if fully set forth herein.

45. Greenberg knowingly made false misrepresentations of material facts to Plaintiff, regarding whether the goods were being held in a safe warehouse under the control of TWL, intending that Plaintiff would rely upon the misrepresentations to its detriment, and Plaintiff did reasonably or justifiably rely upon such intentional misrepresentations.

46. By knowingly making false misrepresentation of material facts to Plaintiff, knowing that Plaintiff would rely upon the misrepresentations to its detriment, Greenberg committed fraud against Plaintiff.

47. As a result of the fraud by Greenberg, Plaintiff has been damaged and has been forced to expend monies to remedy the damage.

SIXTH COUNT
(Negligent Misrepresentation)
(As to Greenberg)

48. Plaintiff restates and re-allege the allegations contained in paragraphs 1 through 47 of the Complaint as if fully set forth herein.

49. Greenberg negligently made false misrepresentations of material facts to Plaintiff regarding whether the goods were being safely stored in a warehouse under TWL's control, intending that Plaintiff would rely upon the misrepresentations to its detriment, and Plaintiff did reasonably or justifiably rely upon such negligent misrepresentations.

50. As a result of the negligent misrepresentations by Greenberg, Plaintiff has been damaged and has been forced to expend monies to remedy the damage.

SEVENTH COUNT
(Wrongful Dishonor of the Letters of Credit)
(As to Israel Discount Bank)

51. Plaintiff restates and re-alleges the allegations contained in paragraphs 1 through 50 of the Complaint as if fully set forth herein.

52. Israel Discount Bank's failure and refusal to make payment on the letters of credit, despite proper presentment of same, constitutes wrongful dishonor of the letters of credit.

53. As a result of the wrongful dishonor of the letters of credit by Defendant, Israel Discount Bank, Plaintiff has been damaged, since the suppliers of the goods in Bangladesh, who are the beneficiaries of the letters of credit issued by Israel Discount Bank upon application of its customer, JDE, are looking to Plaintiff for payment for the goods that they did not receive from Israel Discount Bank via the letters of credit.

WHEREFORE, Plaintiff, Navana, demands judgment against Defendants, TWL; Greenberg; JDE; and, Israel Discount Bank, jointly and severally, in an amount not less than \$671,659.51 + \$503,404.08 = \$1,175,063.59 total, plus interest, court costs, attorney's fees and such other relief as the court deems just and equitable.

Dated: Hackensack, New Jersey
May 19, 2015

NOWELL AMOROSO KLEIN BIERMAN, P.A.

By: /s/ Rick A. Steinberg
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EXHIBIT "A"

JDE SHIPMENT LC DETAILS OF (WH)

SHIPPER	HB NO.	CONTAINER No	INVOICE NO	J.C. NO	J.C Date	
1 ADILA APPARELS	AWS-NLL/036	FSLU9957203/40HQ	ADILA/JDE/65-05/14	L572372	22-Jan-14	
2 ADILA APPARELS	AWS-NLL/038	TRLU7366787/40HQ	ADILA/JDE/79-07/14	L572372	22-Jan-14	
3 NAZIA APPARELS	AWS-NLL/046	CALU8858277/40HQ	NAZIA/JDE/36-07/14	L572383	28-Mar-14	
4 CLEAR TEX INDUSTRIES LIMITED	AWS-NLL/035	HICU1212007/40HQ	TEMU5042513/20'	CTL/05/14	10-Feb-14	
5 FRIENDS & FRIENDS APPARELS (PTE) LTD	AWS-NLL/037	BMOU5071550/40HQ	HICU4193791/40'	FF/7/6/2014	L572385	28-Mar-14
6 FRIENDS & FRIENDS APPARELS (PTE) LTD	AWS-NLL/042	TEMU6111774/40HQ	BSU2746418/20'	FF/80/2014	L572385	28-Mar-14
7 IFCO GARMENTS AND TEXTILES LTD	AWS-NLL/041	TGHU5088542/40'	IFCO/JDE/22/14	L572386	4-Apr-14	
8 KENT GARMENTS (PVT.) LTD	AWS-NLL/045	HICU1370656/40HQ	KGSB/JDE/43/2014	L572387	4-Apr-14	
9 AMPLE FASHION LIMITED	AWS-NLL/020	SEGUA121503/40HQ	AFL/IDE/2013/48	CONTRACT NO. 11212013	21-Nov-13	

JDE SHIPMENT LC DETAILS OF (PORT)

SHIPPER	HB NO	CONTAINER No	INVOICE NO	J.C NO	J.C Date	
1 ADILA APPARELS	AWS-NLL/048	BSU9174696/40HQ	ADILA/JDE/86-07/14	L572387	4-Apr-14	
2 ADILA APPARELS	AWS-NLL/049	RFCU4051608/40HQ	ADILA/JDE/89-08/14	L572387	4-Apr-14	
3 ADILA APPARELS	AWS-NLL/052	HICU1978414/40HQ	ADILA/JDE/90-08/14	L572387	4-Apr-14	
4 IFCO GARMENTS AND TEXTILES LTD	AWS-NLL/044	BSU9236801/40HQ	DRYU9654094/40HQ	IFCO/JDE/26/14	L572386	4-Apr-14
5 IFCO GARMENTS AND TEXTILES LTD	AWS-NLL/053	FSCU9834050/40HQ	FSCU9834050/40HQ	IFCO/JDE/28/14	L572386	4-Apr-14
6 KENT GARMENTS (PVT.) LTD	AWS-NLL/050	HICU4130767/40'	HICU4130767/40'	IFCO/JDE/28/14	L572387	4-Apr-14
7 KENT GARMENTS (PVT.) LTD	AWS-NLL/051	RFCU4051608/40HQ	RFCU4051608/40HQ	KGSB/JDE/52/2014	L572387	4-Apr-14
		TCNU7526292/40HQ	TCNU7526292/40HQ	KGSB/JDE/53/2014	L572387	4-Apr-14

JDE SHIPMENT LC DETAILS OF (G.O.)

SHIPPER	HB NO	CONTAINER No	INVOICE NO	J.C NO	J.C Date
1 IFCO GARMENTS AND TEXTILES LTD	AWS-NLL/054	TRLU3916062/20'	IFCO/JDE/30/14	L572386/L572387	4-Apr-14